

## Exhibit A

### TERMS AND CONDITIONS OF SALE AND BIDDING PROCEDURES

#### 1. Sale Procedure

A. Conduct of the Auction. The Auction (the "Auction") shall be conducted on April 17, 2007 at 10:00 a.m., before the Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, United States Bankruptcy Court, One Bowling Green, New York, New York, 10004. Any individual or entities who wish to submit a bid shall enter their appearance on the Bankruptcy Court's record and submit to the jurisdiction of the Bankruptcy Court. Any entity wishing to bid for the Property must designate one individual who is authorized to submit verbal bids on behalf of the entity. The Bankruptcy Judge will conduct the Auction in accordance with these procedures and any other terms announced by the Bankruptcy Judge at the Auction.

B. Bids. All bids must be in the form of cash or other immediately available funds, must be without contingencies or conditions of any kind, and must be irrevocable.

C. Bid Acceptance. At the conclusion of bidding, the Trustee shall determine if any of the bids made in open Court are an acceptable highest and best bid. The Bid Deposit (as defined in Paragraph 4 below) of the successful bidder shall be deposited by the Trustee in a segregated account and will be applied toward the purchase price. The Bid Deposit of all other unsuccessful bidders will be returned at the conclusion of the Auction.

D. Order Approving Sale. Counsel for the Trustee shall ask the Bankruptcy Court to enter a written order in open court approving the sale to the successful bidder.

#### 2. Minimum Initial Bid and Overbid

The minimum initial bid (the "Minimum Bid price") for the Property is \$445,000.00 and will continue in \$5,000.00 increments, unless the Trustee or his representatives determines a lesser overbid is appropriate.

#### 3. Property Being Sold

The Trustee is selling his right, title and interest and the right, title and interest of Carolyn Billington in real property located at 3989 Paulding Avenue, Bronx, NY 10466.

#### 4. Deposit

Any person wishing to bid on the Property shall deposit with the Trustee prior to the commencement of the Auction a deposit in the amount of 10% of the Minimum Bid Price in the form of a cashier's check or certified check drawn on a bank acceptable to the Trustee, such cashier's check or certified bank check made payable to "Roy Babitt, Trustee" (the "Bid Deposit"). Only those parties who submit a Bid Deposit to the Trustee prior to the commencement of the Auction shall be entitled to bid on the Property at the Auction. The deposit made by the successful bidder shall be non-refundable except in the event that a closing does not take place as a consequence of the disapproval of the sale by the Trustee or the Bankruptcy Court. The Bid Deposit shall be applied to the purchase price.

#### 5. Closing

The purchase and sale of the Property will close within three business days of the entry of an

order of the Court approving the terms of the sale of the Property. If the successful bidder fails to pay in full and close within three business days, the Bid Deposit immediately shall be forfeited and become property of the estate; the successful bidder shall forfeit all rights to purchase the Property and the Trustee shall be permitted to close with the bidder that placed the next highest bid without further order.

**6. Free and Clear**

The sale shall be free and clear of all claims, liens, encumbrances and security interests with any such claims, liens, encumbrances or security interests to attach to the net proceeds of the sale.

**7. "As Is", No Representation or Warranties**

The purchaser takes the Property "as is" "where is". The Trustee makes no representations or warranties whatsoever. The purchaser avers that he/she has not relied on any statements, representations of information furnished by the Trustee or any agent, employee or other person.

**8. Trustee Not Liable**

All sales shall be subject to such additional or different terms and conditions as the Trustee or the Court shall require and be announced at the Auction. In no event shall the estate or the Trustee have any liability beyond return of the deposit. Each bidder and purchaser acknowledges that the Trustee is offering the Property for sale in his capacity as the Trustee for the estate of Anita S. Wigginton and not in his individual capacity and, as such, shall have no personal liability.

**9. Purchaser Representation**

Each prospective bidder, prior to being granted permission to participate in the Auction, must sign an attestation in the form annexed hereto.

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Bankruptcy Sale is "as is, where is" and is subject to errors, omissions, prior sale and withdrawal without notice

**Bankruptcy Auction  
APRIL 17, 2007**

Conducted by Roy Babitt,  
Bankruptcy Trustee  
Anita S. Wigginton

**FOR FURTHER INFORMATION CONTACT:  
SCHUYLER G. CARROLL AT 212-484-3900 OR  
MARK YAVERBAUM AT 718-222-0100**

ATTESTATION

- (1) I am not a stockholder, agent, employee or insider of an appraiser, auctioneer, the Trustee, attorney or accountant or any other retained professional in this matter or a relative of any of the foregoing.
- (2) I have reviewed the attached Terms and Conditions of the Sale, and Agree to be bound by and Accept all terms and conditions set forth therein.

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number(s)